



## REQUEST FOR QUOTATION

Quotations will be received until:  
June 19, 2007 at 3:00 p.m.  
**RFQ No.: 8-033**

### STATE PROCUREMENT OFFICE

Department of Administration  
100 North 15<sup>th</sup> Avenue, Suite 104  
Phoenix, Arizona 85007  
(602) 542-9158

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### Car Wash Repair and Parts– ADOA Fleet

#### VENDOR NOTICE

#### THIS IS NOT A PURCHASE ORDER

The terms and conditions on the reverse side of this form should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, FOB destination, to include all delivery charges, and taxes if applicable. Delivery schedule and discount for early payment shall be indicated in the spaces provided below. Return the quotation by the above time and date to the above address. Please reference the Buyer's name and the RFQ number on the outside of the return envelope. Cover page for faxed quotations must be transmitted to Buyer under the RFQ number. Fax to (602) 542-2789.

DELIVERY LOCATION: Fleet Management, 1501 W. Madison, Phoenix AZ 85007

BUYER: Christine Fruitman 602-542-9158

#### VENDOR QUOTATION

Item	Description of Material, Service or Construction	Quantity	Unit	Extended Price
	<p>The Purpose of this Request for Quotation is to establish a TERM CONTRACT, with a total dollar limitation of up to \$50,000 over the course of the contract term, for repairs and parts for Car Wash Equipment, Superior Model #35-532 located at the Arizona Department of Administration's Fleet Management office, 1501 W. Madison, Phoenix, AZ 85007.</p> <p>Bid responses shall be returned using this form. (The Certificate of Insurance (Attachment 1) will only be required of the contract awardee(s).) Bids MUST be submitted NO LATER THAN the time and date specified above (at the top of this page). A late bid will not be considered.</p> <p><b>SUBMIT BID RESPONSES VIA MAIL, HANDCARRIED OR BY FAX TO:</b></p> <p>Arizona Department of Administration State Procurement Office 100 No. 15<sup>th</sup> Avenue, Suite 104 Phoenix, AZ 85007</p> <p>Attention: Christine Fruitman, Procurement Specialist FAX: 602-542-5508</p> <p><b>Service Call Charge (if applicable)</b></p> <p><b>Labor Rate – Per Hour Charge</b></p> <p><b>Parts - Discount</b></p> <p><b>Response Time</b></p> <p><b>Contact Buyer, Christine Fruitman at 602-542-9158, for any questions regarding this request.</b></p>			<p>\$ _____</p> <p>\$ _____</p> <p>_____ %</p> <p>_____ hours (within)</p>

#### THIS SECTION MUST BE COMPLETED BY VENDOR

Company Name:	Address:	City:	State:	ZIP Code:
Signature	Title	Date		

**INSTRUCTIONS TO BIDDERS  
AND  
TERMS AND CONDITIONS**

1. **SUBMISSION:** Bids shall be signed where applicable and received as designated on Page 1 of this form no later than as indicated.
2. **OPENING:** This is an informal quotation which will **not** be read at a public opening: however, the information may be publicly reviewed after an award.
3. **STANDARD PROVISIONS:** The State of Arizona's Instructions to Bidders (SPO Form 201) and Standard Terms and Conditions (SPO Form 202), where applicable, are a part of this document as if fully set forth herein. Copies of these documents are available from the Arizona State Purchasing Office.
4. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the State requires an offer in response to this solicitation to be valid and irrevocable for sixty (60) days after the opening time and date.
5. **EVALUATION:** In accordance with the Arizona Procurement Code §41-2535, awards shall be made to the responsible bidder submitting the quotation which is most advantageous to the State and conforms to the solicitation.
6. **TAXES:** The State of Arizona is exempt from Federal Excise Tax, including Federal Transportation Tax. Sales Tax, if any, should be indicated as a separate item.
7. **BID REJECTION:** The State reserves the right to reject any, or all, bids, combinations of items, or lot, and to waive defects or informalities.
8. **BRAND NAMES:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to approximate the quality design or performance which is desired. Any bid which proposes like quality, design or performance will be considered. If the description of your offer differs in any way, you must give a complete detailed description of your quotation including pictures and literature where applicable. Unless a specific exception is made, the assumption will be that you are bidding exactly as specified on the Request for Quotation.
9. **ERASURES:** Erasures, interlineations or other modifications must be initialed by the individual signing the Request for Quotation.
10. **UNIT PRICE:** In case of error in the extension prices in the Quotation the unit price will govern. No Quotation shall be altered, amended or withdrawn after the specific date and time for receiving Quotations. Negligence by the Vendor in preparing the Quotation confers no right for the withdrawal of the Quotation after it has been opened.
11. **PAYMENT:** The State will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any bid that requires payment in less than thirty (30) calendar days shall not be considered.
12. **PAYMENT DISCOUNT:** Payment discount periods will be computed from the date of receipt of materials or services or correct invoice, whichever is later, to the date State's warrant is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the bid price in determining the low bid. However, the State shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

**INSTRUCTIONS TO BIDDERS  
AND  
TERMS AND CONDITIONS**

**(CONTINUED)**

**13. INVOICING:**

- A. All invoices submitted by the Contractor to Eligible Agencies shall be submitted to:

Arizona Department of Administration  
Management Services Division – Fleet Management  
1501 W. Madison  
Phoenix, Arizona 85007

- B. All Invoices shall provide the following information:

Invoice Number  
Contract and Purchase Order Number  
Date of Service  
Itemized pricing of work performed  
Materials/Supplies, if any  
Sales Tax Rate & Amount, if applicable  
Total amount due  
Any other applicable information

- C. Invoices shall include backup billings for materials and/or supplies and/or subcontractors to support the Contractor's invoice.

**All charges or any other invoice information will be subject to audit by the Arizona Department of Administration.**

14. **PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT and VEGETATION:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on State property. If the Contractor fails to do so and damages any such buildings, equipment, or vegetation, he shall replace or repair the damage at no expense to the State as directed by the Purchasing Manager. If he fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost thereof which may be deducted from the Contract price.
15. **INSURANCE:** See Attachment 1 for Certificate of Insurance Form as well as Insurance requirements for the Scope of Work described herein.
16. **SUSPENSION OR DEBARMENT CERTIFICATION:** By signing the Offer, the Bidder or Offeror certifies that the firm, business or person submitting the bid or offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or Local Government. Signing the Offer without disclosing all pertinent information about a debarment or suspension shall result in rejection of the bid or Offer or cancellation of a contract. The State also may exercise any other remedy available by law.
17. **OFFSHORE PERFORMANCE OF WORK PROHIBITED:** Due to security and identity protection concerns, all services under this Contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. **This provision applies to work performed by subcontractors at all tiers.**
18. **ARIZONA PROCUREMENT CODE:** The Arizona Procurement Code (A.R.S. Title 41, chapter 23) and its Rules and Regulations (A.C.R.R. Title 2, Chapter 7), are made a part of this document as if fully set forth herein. Note A.R.S. Title 41, Chapter 23 is available at most public libraries. A.C.R.R. Title 2, Chapter 7 may be purchased from the Arizona Secretary of State and both are available for review at the Arizona State Purchasing Office. The State of Arizona's Uniform Terms & Conditions, and Instructions to Offerors are hereby incorporated.



## OFFER AND ACCEPTANCE

### SOLICITATION NO.:

Quotations will be received until:  
June 19, 2007 at 3:00 p.m.

**CAR WASH REPAIRS AND PARTS – ADOA/Fleet**

## STATE PROCUREMENT OFFICE

Department of Administration  
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## OFFER

### TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the service in compliance with all terms, conditions, specifications and amendments in the solicitation and any written exceptions in the offer.

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this offer, contact:

Federal Employer Identification No \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Phone No.

\_\_\_\_\_  
Fax No.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Person Authorized to Sign Offer

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Printed Name & Title

## CERTIFICATION

By signature in the Offer section above, the bidder certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The bidder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 99.5 or A.R.S. §41-1461 through §41-1465.
3. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The bidder certifies that the above referenced organization \_\_\_ is/ \_\_\_ is not a small business with less than 100 employees or has gross revenues of \$4 million or less.
5. The bidder certifies that the above referenced organization \_\_\_ is/ \_\_\_ is not a Minority Owned business.
6. The bidder certifies that the above referenced organization \_\_\_ is/ \_\_\_ is not a Woman Owned business.

### ACCEPTANCE OF OFFER AND CONTRACT AWARD (For State of Arizona use only)

Your Offer is hereby accepted.

The Contractor is now bound to perform based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the State.

This contract shall henceforth be referred to as Contract No. \_\_\_\_\_.

The Contractor is hereby cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives an executed purchase order or contract release document or written notice to proceed.

State of Arizona

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2005

\_\_\_\_\_  
Christine Fruitman, Procurement Specialist  
State Procurement Office



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1. **SHIP TO:** The material/service covered under this contract shall be shipped to the following destination:  
**Fleet Management  
1501 W. Madison  
Phoenix, AZ 85007**
2. **ELIGIBLE AGENCIES:** Any resultant contract(s) shall be used by any agency of the Department of Administration. Participation by any ADOA Agency is strictly voluntary. However to deviate from this contract and procure materials from alternate sources, division agencies must **first** obtain ADOA Purchasing approval.
3. **PRICE LIST:** The successful bidder(s) shall furnish a copy of each and every price list or other source document for parts, pricing, identified in this bid. In addition, the successful supplier(s) are responsible for continuously updating price lists. In absence of revised pricing, the pricing from the latest price list received from the supplier(s) will be used. Applicable discounts, if any, are to be specified on the pricing sheet.
4. **CONTRACT TERM:** The term of any resultant contract(s) shall commence upon execution of the contract and shall continue for a period of one (1) year thereafter, unless terminated, canceled or extended as otherwise provided herein.
5. **CONTRACT EXTENSION:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
6. **PRICE ADJUSTMENT:**
  - (a) Prices offered by the Supplier shall remain firm for a period of at least 180 days from the effective date of the contract. Upon completion of this initial period, the Supplier may request a price increase. Such price increase shall be based upon a cost increase to the Supplier that was clearly unpredictable at the time of the offer and is directly correlated to the price of the items concerned.
  - (b) It is the Procurement Officer's responsibility to determine whether the requested increase or an alternate option is reasonable and in the best interest of the State. Approval shall be the sole discretion of the State and shall be incorporated only by issuance of a contract amendment document citing the approved increase and the effective date of such increase.
  - (c) Advanced 30-day written notification by the Supplier is required for any price changed. All price adjustment will be effective on the first day of the month following approval or acceptance by the Procurement Officer. The State will refer to the last Price list furnished by the Supplier for procurement of specific item. The price increase shall not exceed the manufacturer's latest price less the original discount submitted in the Supplier's bid.
7. **PRICE REDUCTION:** Price reductions may be submitted in writing to the State for consideration at any time during the contract period. The State at its own discretion may accept a price reduction.



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8. **PRODUCT DISCONTINUANCE:** The State may award contracts for particular products and/or models of equipment as a result of this Solicitation. In the event that a product or model is discontinued by the manufacturer, the State, at its sole discretion, may allow the supplier to provide a substitute for the discontinued item. The supplier shall request permission to substitute a new product or model and provide the following:
- (a) A formal announcement from the manufacturer that the product or model has been discontinued.
  - (b) Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original Solicitation.
  - (c) Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
  - (d) Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.
9. **EMERGENCY ITEMS:** The Arizona Department of Administration reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately by the successful bidder(s).
10. **SAFETY STANDARDS:** All items supplied on this contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, the National Fire Protection Association Standards. Also MSDS sheets (Material Safety Data Sheets) are required for all products that may pose a hazard to users. A copy of the MSDS for each hazardous chemical on the price sheet shall be submitted upon request and also must be attached to each shipment.
11. **MARKING OF SHIPMENTS:** Suppliers shall mark each shipment with Bid number, order number and line item number as specified on the Purchase Order. In addition the above information shall appear on all delivery tickets, receipts and invoices.
12. **DELIVERY:** Delivery is an important consideration and will be a factor in the determination of award. Therefore, delivery time after receipt of an order must be stated in definite terms. Should there be variations in delivery time by item, offers must be clear in regard to those variations.
13. **WARRANTY:** All equipment supplied under this Solicitation shall be fully guaranteed by the supplier for a minimum period of 12 months from the date of acceptance by the State. Any defects of design, workmanship, or materials that would result in noncompliance with the contract specification, shall be fully corrected by the supplier (including parts and labor) without cost to the State.
14. **CANCELLATION:**
- A. This contract is critical to the State of Arizona and the State reserves the right to immediately cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The State will issue written notice of default effective at once and not deferred by any interval of time. Default shall be for acting or failing to act as in any of the following:



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- (1). The Contractor provides material that does not meet the specifications of the contract;
  - (2). The Contractor fails to adequately perform the services set forth in the specifications of the contract;
  - (3). The Contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
  - (4). The Contractor fails to make progress in the performance of the contract and/or gives the State reason to believe that the contractor will not or cannot perform to the requirements of the contract.
- B. The State may resort to any single or combination of the following remedies:
- (1) Cancel any contract;
  - (2) Reserve all rights or claims to damage for breach or any covenants of the contract;
  - (3) Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material noncompliant with the specifications, the actual expense of testing shall be borne by the Contractor;
- C. In case of default, the State reserves the right to purchase materials, or to complete the required work in accordance with the Arizona Procurement Code. The State may recover any actual excess costs from the contractor by:
- (1) Deduction from an unpaid balance;
  - (2) Collection against the bid and/or performance bond, or;
  - (3) Any combination of the above or any other remedies as provided by law.
- D. If the contract is not terminated, the Contractor shall continue performance and be liable to the State for the liquidated damages until the products are delivered or services performed.
- E. In the event the State exercises its right of termination, the Contractor shall be liable to the State for any excess costs, and in addition, for liquidated damages until such time, the State may reasonably obtain delivery or performance of similar supplies or services.

## **15. INSURANCE:**

### **A. INDEMNIFICATION CLAUSE:**

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or



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damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

*This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

### B. **INSURANCE REQUIREMENTS:**

Contractor and **subcontractors** shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

### C. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

#### 1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- General Aggregate \$1,000,000
- Products – Completed Operations Aggregate \$ 500,000
- Personal and Advertising Injury \$ 500,000
- Blanket Contractual Liability – Written and Oral \$ 500,000
- Fire Legal Liability \$ 25,000
- Each Occurrence \$ 500,000

- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers,***





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***officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

### 2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$500,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".***

### 3. **Worker's Compensation and Employers' Liability**

Workers' Compensation Statutory

Employers' Liability

Each Accident \$ 100,000

Disease – Each Employee \$ 100,000

Disease – Policy Limit \$ 100,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

D. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

- 1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability



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purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

E. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(State of Arizona Department Representative's Name & Address)** and shall be sent by certified mail, return receipt requested.

F. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

G. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the **Arizona State Procurement Office Attn: Christine Fruitman, 100 N. 15<sup>th</sup> Ave., Suite 104, Phoenix, AZ 85007**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.



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- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.
16. **UNIFORM TERMS AND CONDITIONS, REVISION 7:** The State of Arizona's Uniform Terms and Conditions and Instructions to Offerors are hereby incorporated by reference. These documents may be accessed through the Arizona State Procurement Office Web Site <http://sporas.ad.state.az.us>, SPO Form 202, or by calling the Arizona State Procurement Office at 602-542-5511.
17. **ESTIMATED USAGE:** The contract shall be on an as needed, if needed basis. The State makes no guarantee as to the amount of usage that may occur under a resultant contract.
18. **TRANSPORTATION COSTS:** The State shall not reimburse the Contractor for mileage expense. Only the rates identified on the PRICE SHEET shall be paid to the Contractor.

STATE OF ARIZONA  
CERTIFICATE OF INSURANCE

STATE AGENCY/DEPT.: **ARIZONA DEPARTMENT OF ADMINISTRATION**

PROJECT TITLE: **PLUMBING SERVICES – ADOA/FOAM - PHOENIX**

CONTRACT NUMBER:

PRODUCER	COMPANIES AFFORDING COVERAGE		CURRENT A.M. BEST RATING
	A		
	B		
	C		
INSURED	D		

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS (,000)	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> PER PROJECT <input type="checkbox"/> PRODUCT/COMPLETED OPERATIONS				GENERAL AGGREGATE PRODUCTS-COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE(ANY ONE FIRE) MED. EXPENSE(ANY ONE PERSON)	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT  BODILY INJURY (PER PERSON) BODILY INJURY (PER ACCIDENT) PROPERTY DAMAGE	
	PROFESSIONAL LIABILITY <input type="checkbox"/> TYPE  <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE				EACH OCCURRENCE AGGREGATE	
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	
	BUILDERS RISK					
	OTHER:					

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS:**

GENERAL INDEMNIFICATION: TO THE EXTENT PERMITTED BY A.R.S. 41-621 AND 35-154, THE STATE OF ARIZONA SHALL BE INDEMNIFIED AND HELD HARMLESS BY THE CONTRACTOR FOR ITS VICARIOUS LIABILITY AS A RESULT OF ENTERING INTO THIS CONTRACT. EACH PARTY TO THIS CONTRACT IS RESPONSIBLE FOR ITS OWN NEGLIGENCE.

STATE OF ARIZONA AND THE STATE AGENCY NAMED BELOW ARE ADDED AS ADDITIONAL INSURED. IT IS AGREED THAT COVERAGES AFFORDED UNDER THE POLICIES CERTIFIED IN THIS CERTIFICATE SHALL BE PRIMARY AND ANY INSURANCE OR SELF-INSURANCE PROGRAM CARRIED BY THE STATE OR ANY OF ITS AGENCIES, BOARDS, DEPARTMENTS OR COMMISSIONS SHALL BE EXCESS AND NOT CONTRIBUTORY INSURANCE TO THAT PROVIDED BY THE NAMED INSURED.

IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE STATE WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE STATE. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

CERTIFICATE HOLDER / ADDITIONAL INSURED	AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY
State of Arizona Arizona Department of Administration 100 North 15 <sup>th</sup> Avenue, Suite 104 Phoenix, Arizona 85007	SIGNATURE _____  DATE: _____